BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE PETITION OF GREAT PLAINS COMMUNICATIONS, INC. FOR ARBITRATION TO RESOLVE ISSUES RELATING TO AN INTER-CONNECTION AGREEMENT WITH WWC LICENSE L.L.C.	**)**	**APPLICATION NO. C-2872**

COMMENTS OF WESTERN WIRELESS ON CONFORMED ARBITRATED INTERCONNECTION AGREEMENT

WWC License L.L.C. ("Western Wireless") provides the following comments on the conformed arbitrated agreement ("Arbitrated Agreement") between Western Wireless and Great Plains Communications, Inc. ("Great Plains"). With respect to the rates, terms and conditions for interconnection between the parties in the future, the Arbitrator's Decision ("*Decision*") is well reasoned, consistent with law as mandated by Congress and the Federal Communications Commission ("FCC"), and supported by the record evidence.

However, the Arbitrator went beyond the bounds of arbitration under the Telecommunications Act of 1996 ("Act") and the Commission's rules by awarding Great Plains retroactive compensation. Specifically, the Arbitrator erred by determining that Western Wireless must pay unilateral, retroactive compensation to Great Plains for the five years before the effective date of the Arbitrated Agreement. This goes far beyond the Commission's jurisdiction and authority, is admittedly not reciprocal, and is contrary to the Commission's prior finding that Great Plains had failed to make good faith attempts to negotiate with Western Wireless in prior years. The Commission should reject Section 19.0 of the Arbitrated Agreement, which incorporates that erroneous result, but should otherwise affirm all other aspects of the Arbitrator's Decision and approve the Arbitrated Agreement.

Western Wireless addresses each open issue resolved in the Decision below.

ISSUES 1 & 2

1. ***WHAT SHOULD THE DEFINITION OF GREAT PLAINS' "LOCAL SERVICE AREA" BE FOR THE PURPOSE OF THE PARTIES' INTERCONNECTION AGREEMENT?***

2. ***WHAT TRAFFIC IS SUBJECT TO RECIPROCAL COMPENSATION IN ACCORDANCE WITH APPLICABLE FCC RULES?***

I. THE ARBITRATOR'S DECISION

The first two issues in Great Plains' Petition relate to the scope of an interconnection agreement between a local exchange carrier and a commercial mobile radio service ("CMRS") provider. Great Plains proposed that the Arbitrated Agreement apply only to land-to-mobile traffic within the same landline local calling area. The Arbitrator determined that Great Plains' definition of its landline local calling area could not be used to determine the scope of an agreement with a CMRS provider. The Arbitrator applied federal law stating that for calls to or from a CMRS network, the major trading area – or "MTA" – is the local service area in which reciprocal compensation obligations apply. The Arbitrator relied on specific FCC determinations on this point:

> On the other hand, in light of this Commission's exclusive authority to define the authorized license areas of wireless carriers, we will define the local service area for calls to or from a CMRS network for the purposes of applying reciprocal compensation obligations under section 251(b)(5). Different types of wireless carriers have different FCC-authorized licensed territories, the largest of which is the "Major Trading Area" (MTA). Because wireless licensed territories are federally authorized, and vary in size, we conclude that the largest FCC-authorized wireless license territory (*i.e.*, MTA) serves as the most appropriate definition for local service area for CMRS traffic for purposes of reciprocal compensation under section 251(b)(5) as it avoids creating artificial distinctions between CMRS providers. Accordingly, traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under section 251(b)(5), rather than interstate and intrastate access charges.[1] (Footnotes within the paragraph have been removed.)

[1] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98 and *Interconnection Between Local Exchange Carriers and*

Decision, p. 5 (quoting the FCC's *First Report and Order*) (emphasis added).

The Arbitrated Agreement conforms to this federal law and the Order by utilizing the MTA as the local service area in which reciprocal compensation obligations apply. *See* §§ 1.12, 5.

II. THE ARBITRATOR'S DECISION WAS CORRECT

The Arbitrator properly resolved Issues 1 and 2, and the affected provisions of the Arbitrated Agreement should be approved as consistent with Section 251 of the Act and the FCC's Rules. *See* 47 U.S.C. § 252(c). The MTA, not Great Plains' landline local calling area, is the proper geographic area for determining the reciprocal compensation obligations for the exchange of CMRS traffic.

A. The FCC Has Adopted The Major Trading Area as the Local Area for Calls to or From a CMRS Network

As noted by the Arbitrator, the FCC has implemented its authority over LEC-CMRS interconnection to clearly and forcefully establish the major trading area ("MTA") as the geographic area for determining the reciprocal compensation obligations for the exchange of CMRS traffic:

> With the exception of traffic to or from a CMRS network, state commissions have the authority to determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under section 251(b)(5).
>
> …
>
> [I]n light of this Commission's exclusive authority to define the authorized license areas of wireless carriers, we will define the local service area for calls to or from a CMRS network for the purposes of applying reciprocal compensation obligations under Section 251(b)(5).

Commercial Mobile Radio Service Providers, CC Docket No. 95-185, First Report and Order, FCC 96-325, Released August 8, 1996, at para. 1036.

Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC 15499, FCC 96-325, ¶¶ 1035-1036 (1996) *(First Report & Order)*.

B. The FCC's Rules Require that the MTA be Used as the Geographic Area for Determining the Reciprocal Compensation Obligations for the Exchange of CMRS Traffic

The Arbitrator's decision is perfectly consistent with the FCC rule that governs Issues 1 and 2:

> (b) *Telecommunications traffic*. For purposes of this subpart telecommunications traffic means:
>
> > (1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (*see* FCC 01-131, paragraphs 34, 36, 39, 42-43); or
> > (2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter.

47 C.F.R. § 51.701(b) (emphasis added). This rule clearly imposes defines the geographic area, and requires reciprocal compensation, for all intraMTA traffic to or from a CMRS network.

C. The Arbitrator's Decision is Consistent with Decisions of Other State Commissions

The Oklahoma Commission and the Iowa Utilities Board have each recently confirmed that the MTA, not a landline local exchange area, is the appropriate local geographic area for determining the reciprocal compensation obligations for the exchange of CMRS traffic. The Oklahoma Commission considered this exact issue in 2002 and stated:

> [A]ll traffic exchanged between the parties, which originates and terminates in the same Major Trading Area as determined at the beginning of the call, is subject to reciprocal compensation.
>
> . . .

> [E]ach carrier must pay each other's reciprocal compensation for all intraMTA traffic whether the carriers are directly or indirectly connected, regardless of an intermediary carrier.
>
> . . .
>
> [C]alls made to and from CMRS Providers within the Major Traffic [sic] Area are subject to transport and termination charges rather than interstate or intrastate access charges.

Ex. 201, p. 4 (Oklahoma Commission Order).

Similarly, the Iowa Board ordered:

> The Board will not change its finding that intraMTA calls from the wireline customers of the independent LECs to the customers of the wireless service providers are local calls and should be dialed, and billed, as such.

Ex. 202, p. 11 (Iowa Board Order).

The Arbitrator properly adhered to FCC determinations and rules providing that the MTA is the geographic area for determining the reciprocal compensation obligations for LEC-CMRS interconnection agreements. The Commission should approve the Arbitrator's resolution of Issues 1 and 2, and the affected provisions of the Arbitrated Agreement.

ISSUE 3

3. IS GREAT PLAINS' PROPOSED RECIPROCAL COMPENSATION RATE APPROPRIATE PURSUANT TO 47 U.S.C. § 252(d)(3) AND FCC RULE 51.705?

I. THE ARBITRATOR'S DECISION

Under the Commission's procedural order governing arbitrations, each party was required to put forth its final proposed reciprocal compensation rate.

The Arbitrator, an expert cost analyst, accepted Western Wireless' proposed reciprocal compensation rate because:

* Western Wireless' proposed rate represented Great Plains' additional cost of transporting and terminating traffic, consistent with the Act and implementing regulations.

* Great Plains' proposed rate was seriously flawed because:

  - it included switch costs for equipment that did not perform a switch function for Western Wireless' calls;
  - it included switch costs that are properly allocated to loops;
  - it failed to reflect the proper number of switched minutes; and
  - it was based upon a methodology for recovering transport costs not attributable to the transport and termination of Western Wireless' traffic.

Great Plains had the burden of proving a rate compliant with the FCC's rules, and it very clearly failed to meet that burden. The Arbitrator accepted Western Wireless' proposed rate as consistent with the FCC's pricing standards.

II. THE ARBITRATOR'S DECISION WAS CORRECT

The Commission should approve the Arbitrator's decision establishing a reciprocal rate of $0.00609 per minute of use because it is clearly consistent with the pricing standards of Section 252(d)(2) of the Act, 47 U.S.C. § 252(d)(2).

A. Western Wireless' Final Offer Includes a Switching Allocation that Overstates Total Element Long Run Incremental Costs ("TELRIC")

Western Wireless' final rate incorporates a final switching rate of $0.0029 per minute. The Arbitrator explained that the switching rate could have, and perhaps should have, been $0.00. The Arbitrator stated:

> These costs are incurred as a function solely of lines, irrespective of traffic. Based on principles of cost causation, these costs would be allocated entirely to users of lops.

Decision, p. 18 (emphasis added). In other words, Western Wireless' final offer overstated the switching rate based on the FCC's pricing standards and the evidence received.

The Arbitrator's acceptance of Western Wireless' switching rate was based on overwhelming evidence that all of Great Plains' proposed switching costs are incurred based on lines, rather than usage. As such, straightforward costing rules adopted by the FCC require those

costs to be recovered from the lines that caused the costs, not from usage-based services that do not cause those costs.

The Arbitrator's acceptance of Western Wireless' final offer provides Great Plains with a higher recovery for switching costs than would be allowable under a strict application of the FCC's rules.

B. The Arbitrator Established a Fair and Reasonable Transport Rate Based on the Evidence Presented at the Hearing

The Parties' dispute on transport costs relates to the amount of transport costs allocated to users of Great Plains' special access transport facilities (i.e., non-switched service). Initially, Great Plains shifted almost all transport costs to switched voice services, giving its special access services (including those purchased by its data affiliate) a "free ride." Moreover, Great Plains misstated the nature of this methodology and withheld information relevant to this allocation. This approach was ultimately withdrawn by Great Plains after Western Wireless' witnesses explained what Great Plains had done, and why the approach violated FCC pricing standards.

After the hearing, Great Plains adjusted its methodology and proposed that transport rates be determined based on retail rates for these services – a completely unacceptable basis for determining forward-looking rates under the FCC's rules. To make matters worse, Great Plains calculated its proposed final rates using data that was never made part of the record in the case, and data that Western Wireless had no access to. Again, the Arbitrator rejected this arbitrary and unsupported proposed way of pricing transport.

The Arbitrator recognized that Western Wireless' methodology was a reasonable way to allocate costs between switched and special access services. He noted that Western Wireless' proposal even took into consideration Great Plains' policy argument that allocating costs to video circuits as required by the FCC's rules might have detrimental impacts on schools. Western

Wireless' proposal eliminated this problem. By adjusting the allocation of video circuits to be equal to T1 circuits (with far less capacity), Western Wireless' proposed transport rate is lower than that appropriate under the FCC's approach.

The Arbitrator did speculate that based on Western Wireless' methodology, if Great Plains had made an evidentiary record as to the mix of circuits in its network, Western Wireless might have adjusted its final offer by $0.004 per minute. The undisputed fact is, however, that the record does not contain the data referenced by the Arbitrator. Without full disclosure of the underlying data, neither Western Wireless nor the Arbitrator, nor the Commission could make such an adjustment. Great Plains did not produce or rely on that data at the hearing, and the Commission should not do so now.

Final offer arbitration is a tool used to encourage parties to take reasonable positions. Western Wireless did this, proposing a generous switching rate and applying a sound methodology to the information produced regarding the Great Plains transport network. Great Plains, on the other hand, maintained patently unreasonable and unlawful positions, and proposed a "final offer" rate that simply could not be accepted.

The Commission should approve the rate accepted in the *Decision* as the reciprocal compensation rate to be used in the Parties' Arbitrated Agreement.

ISSUE 4

4. CAN THE COMMISSION AWARD RETROACTIVE, NON-SYMMETRICAL COMPENSATION TO GREAT PLAINS PURSUANT TO 47 C.F.R. § 51.715(d)?

I. THE ARBITRATOR'S DECISION

Great Plains sought an order requiring unilateral, retroactive compensation from Western Wireless from March 1998 to the effective date of Arbitrated Agreement. It is undisputed that Great Plains never requested formal negotiations from Western Wireless, that formal

negotiations commenced in August 2002, and that Great Plains never requested interim compensation under FCC Rule 51.715.

The Arbitrator ordered Western Wireless to pay retroactive compensation from March 1998 at the final approved rate. The Arbitrator found that Great Plains was a "third party beneficiary" of the Western Wireless-Qwest interconnection agreements, and that by sending traffic through Qwest, Western Wireless had requested interconnection negotiations and established an interim arrangement under the FCC's rules.

This analysis was based on the Arbitrator's reading of Section 51.715(a)(2) that the *quid pro quo* for the right of a telecommunications carrier to terminate traffic to an incumbent LEC's network is that such telecommunications carrier must have "requested negotiation with the incumbent LEC." The Arbitrator also relied on his conclusion that Great Plains' Post-Hearing Brief filed herein confirm that Great Plains has a constitutional right to receive a fair and reasonable return on its investment.

II. THE ARBITRATOR'S DECISION IS FLAWED

The Arbitrator erred in awarding Great Plains retroactive compensation under FCC Rule 51.75. That rule provides:

> (a) Upon request from a telecommunications carrier without an existing interconnection arrangement with an incumbent LEC, the incumbent LEC shall provide transport and termination of telecommunications traffic immediately under an interim arrangement, pending resolution of negotiation or arbitration regarding transport and termination rates and approval of such rates by a state commission under sections 251 and 252 of the Act.
>
> …
>
> (2) A telecommunications carrier may take advantage of such an interim arrangement only after it has requested negotiation with the incumbent LEC pursuant to § 51.301.
>
> (b) Upon receipt of a request as described in paragraph (a) of this section, an incumbent LEC must, without unreasonable delay, establish an interim arrangement for transport and termination of telecommunications traffic at symmetrical rates.

…

> (d) If the rates for transport and termination of telecommunications traffic in an interim arrangement differ from the rates established by a state commission pursuant to § 51.705, the state commission shall require carriers to make adjustments to past compensation ….

47 C.F.R. § 51.715 (emphasis added).

This Commission has jurisdiction over this proceeding by virtue of a formal request for negotiations dated August 26, 2002. Rule 51.75 can apply only after formal negotiations are initiated, and expire by operation of law at the end of the negotiating period. There is no legal basis for finding an interim agreement under Rule 51.75 that survived 5 years, including periods when parties were not negotiating, and when Great Plains publicly took the position (in the tariff docket) that no agreement was in force. Any finding of an interim arrangement prior to August 26, 2002 is contrary to law and must be rejected.

The Arbitrator's decision was based in part on Great Plains' claim that it was a third-party beneficiary to the Western Wireless-Qwest agreements approved by the Commission. Great Plains did not claim to be a third-party beneficiary until its final brief, and did not make such an assertion in its Petition or its testimony. In fact, the Western Wireless – Qwest interconnection agreements specifically say there are no third-party beneficiaries, and this Commission approved those agreements.[2]

Ultimately, the Arbitrator found Western Wireless at fault for failing to establish an interconnection agreement with Great Plains prior to sending traffic to Great Plains. However, it is undisputed that Great Plains also sent traffic to Western Wireless without entering an

[2] Applicable pages showing those provisions are attached. Great Plains offered only portions of those agreements into the record at the hearing. Western Wireless requests the Commission take administrative notice of these attached pages, or of the agreements in their entirety, which were approved by the Commission on March 10, 1997, and January 23, 2001, respectively.

agreement. In fact, the Commission has already decided that Great Plains failed to make meaningful attempts to negotiate an interconnection agreement with Western Wireless prior to 2003. Ex. 204, p. 3 (order rejecting Great Plains' wireless termination tariff).

Further, the Arbitrator's *Decision* does not meet the requirements of Section 51.715 because it does not require reciprocal symmetrical compensation for the past five years. Great Plains seeks unilateral payments from Western Wireless even though it has terminated traffic – without paying compensation – on Western Wireless' network during the same time period. The evidence clearly shows that Great Plains has been terminating calls to Western Wireless' network, but Great Plains did not quantify those calls or offer to pay Western Wireless for those calls. Without a factual basis on which to award historical compensation on a reciprocal basis, Great Plains' request must be denied. By mutually exchanging traffic with each other, Western Wireless and Great Plains have both realized the benefit of this bargain, and only after the request for formal negotiations of an interconnection agreement did either party change this compensation arrangement to a formal interconnection agreement.

The Arbitrator misapplied the law and ignored this Commission's precedent. Great Plains failed to demonstrate any legal or factual basis for an award of retroactive compensation. Section 19 should be stricken from the Arbitrated Agreement, and neither Party should be ordered to pay the other for traffic delivered prior to the effective date.

ISSUE 6

6. HOW SHOULD INTERCONNECTION FACILITIES BE PRICED AND HOW SHOULD CHARGES BE SHARED?

I. THE ARBITRATOR'S DECISION

Issue 6 relates to the pricing of interconnection facilities ordered by Western Wireless and provisioned by Great Plains. There were two open issues: how the price is determined, and

how nonrecurring costs are allocated. The Arbitrator found that facilities should be priced at the lowest published rate, and that the Parties should split construction costs based on the percentage of traffic they send over those facilities.

II. THE ARBITRATOR'S DECISION WAS CORRECT

The Arbitrator properly ordered the facilities be priced at Great Plains' lowest published rate. These are not TELRIC rates, but instead the lower of interstate or intrastate access rates. This still allows Great Plains to fully recover its facilities costs. Since these facilities will be used for traffic that is "local" under the FCC's rules, principles of local competition support the pricing standard approved by the Arbitrator.

The second sub-issue is whether Great Plains must bear a portion of the non-recurring start-up costs for provisioning facilities between Great Plains and Western Wireless. If facilities are established they are likely to be two-way facilities that will carry traffic originated by both Western Wireless and Great Plains. The parties already agree to split non-recurring facilities costs based on the portion of each party's traffic on the facilities. *Great Plains' Amended Petition*, Ex. B, § 5.4.5. The Arbitrator properly applied this same logic to non-recurring costs of two-way facilities.

ISSUE 7

7. HOW SHOULD GREAT PLAINS DELIVER LAND-TO-MOBILE TELECOMMUNICATIONS TRAFFIC TO WESTERN WIRELESS?

I. THE ARBITRATOR'S DECISION

Western Wireless raised the issue of the delivery of land-to-mobile traffic in its response to the Petition. Ultimately, Western Wireless' final offer proposed that Great Plains be required to deliver land-to-mobile traffic to Western Wireless in a manner consistent with its local dialing parity obligations. The Arbitrator approved this proposal.

II. THE ARBITRATOR'S DECISION WAS CORRECT

It is undisputed that Great Plains is a "local exchange carrier" that is subject to local dialing parity obligations as to providers of "telephone exchange service." 47 C.F.R. § 51.207. Moreover, it is undisputed that Western Wireless provides "telephone exchange service" and is entitled to the benefits of local dialing parity:

> To the extent that a CMRS provider offers telephone exchange service, such a provider is entitled to receive the benefits of local dialing parity. . . . [W]e find that under section 251(b)(3) each LEC must ensure that its customers within a defined local calling area be able to dial the same number of digits to make a local telephone call notwithstanding the identity of the calling party's or called party's local telephone service provider.

Second Report and Order, ¶ 64-68 (Ex. 104) (emphasis added).

Great Plains did not dispute its local dialing parity obligation, but it sought to condition that obligation on Western Wireless building extensive and inefficient facilities to Great Plains' switches. There is no authority, however, that allows Great Plains to place its own dialing parity obligation back onto Western Wireless. The Arbitrator properly required Great Plains to deliver calls to Western Wireless consistent with local dialing parity rules.

One example of Great Plain's dialing parity violations is clear on the record. Western Wireless has 30,000 numbers that are rated to Qwest's Grand Island exchange. Ex. 208, pp. 3-4. The Grand Island exchange and Great Plains' Chapman exchange are within the same local calling area. Ex. 208, pp. 3-4. Great Plains admitted that it currently requires its customers to access an interexchange carrier to reach one of these Western Wireless numbers. In other words, a call to a landline number in Grand Island is local, but a call to a Western Wireless number in Grand Island is toll. Western Wireless is entitled to an agreement that prohibits Great Plains from engaging in this kind of blatant violation of local dialing parity rules.

ISSUE 8

8. GREAT PLAINS' RECOGNITION OF WESTERN WIRELESS NPA-NXXS WITH SEPARATE RATING AND ROUTING POINTS (TANDEM-ROUTED LOCAL CALLING).

I. THE ARBITRATOR'S DECISION

Western Wireless raised Issue 8 to ensure it could obtain local numbers in Great Plains' service areas without being forced to build inefficient facilities. Western Wireless explained that establishing different rating and routing points was consistent with local competition and dialing parity rules, and was more efficient than building the direct facilities demanded by Great Plains.

The Arbitrator accepted Western Wireless' final offer. The Arbitrated Agreement contains the following language:

> If Western Wireless obtains numbers, and rates those numbers to a Great Plains rate center where Western Wireless is licensed to provide service, calls from that rate center to the Western Wireless number block must be dialed as local calls and delivered to Western Wireless at a point of direct interconnection (if applicable) or at the third-party tandem.

II. THE ARBITRATOR'S DECISION WAS CORRECT

The Arbitrator's resolution of Issue 8 must be affirmed so that Western Wireless will be able to have local numbers in Great Plains' service areas. Great Plain's position would require Western Wireless to build direct facilities to <u>every exchange where it wants to provide local service</u>. This requirement is inefficient, unjustified, and ignores Great Plains' obligations to provide local dialing parity and pay for traffic originated by its customers.

A. <u>Western Wireless Can Obtain And Rate Numbers Where it is Licensed to Provide Service</u>

It is undisputed that Western Wireless has the authority to obtain numbers from the numbering administrator. Ex. 205 (Williams Rebuttal), p. 14; Ex. 158 (Davis Direct), pp. 29-30. It is undisputed that Western Wireless has the authority to establish a rating point for a number

block anywhere Western Wireless is licensed to provide its services, including in Great Plains exchanges. Ex. 205 (Williams Rebuttal), p. 14. This simply means Western Wireless can have numbers rated as "local" to any land in the rate center where it provides service.[3]

B. Local Dialing Parity Obligations Require Great Plains to Allow Local Numbers to Be Dialed on Local Basis

Once Western Wireless obtains and rates numbers as local to a Great Plains' service area, it is undisputed that local dialing parity obligations apply to that traffic. Great Plains must provide local dialing parity to all numbers within the same rate center, including numbers held by Western Wireless. Tr. 470 (Davis). Certainly numbers rated as local to a Great Plains landline rate center would be subject to such treatment – if not, it would render local dialing parity obligations meaningless.[4]

C. Great Plains Must Pay the Cost of Transporting and Terminating Local Traffic Originated by its Customers

Great Plains argues that in order to have calls delivered on a local basis, Western Wireless must build facilities to the exchange where the call originates. In other words, Great Plains asserts it can condition its dialing parity obligations on Western Wireless building dozens of direct, inefficient facilities. This would require Western Wireless to bear the "transport" cost associated with traffic originated by Great Plains. This is in direct violation of the obligation of an originating carrier to pay for the transport and termination of its own calls, and would violate the FCC Rule 51.703(b) prohibition on charging other carriers for one's own local traffic.

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[3] There are no technical reasons why this cannot be done – Great Plains gave testimony that it's data affiliated NetLink has rated numbers in this same way. Tr. 37-38.

[4] Great Plains relied on the FCC's Mountain Communications Order on this issue, but that FCC order (Ex. 118) addresses one-way paging services and does not implicate dialing parity obligations. As a result, it is not relevant to the issue of how Great Plains must treat traffic that qualifies as "telephone exchange service."

D. Tandem Rated Local Calling Arrangements are Available from Other Rural Carriers

Despite Great Plains' claims that tandem-rated local calling arrangements are unlawful, they have been imposed and agreed to in other states. The Oklahoma Commission required rural LECs to make this available to Western Wireless, adopting the administrative law judge's proposal:

> Unresolved Issue No. 8. Is Western Wireless entitled to establish a single point of interconnection at a tandem switch and obtain a virtual NPA NXX in the RTC's end office switches?
>
> The Arbitrator recommended that Western Wireless have the option of establishing local numbers in the RTC's switch without having a direct connection.

Ex. 201, p. 6. Such arrangements are also in place in North Dakota, and are permitted in the interconnection agreement between Western Wireless and Citizens in Nebraska. Tr. 507-508. The Commission should affirm the Arbitrator's decision and approve Section 4.4 of the Arbitrated Agreement.

CONCLUSION

Western Wireless respectfully requests that the Arbitrator affirm the Arbitration's Order, and approve the Arbitrated Agreement, with the exception of Section 19 relating to retroactive compensation.

Respectfully submitted,

Dated: August __, 2003

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ATTORNEYS FOR WWC LICENSE L.L.C.

CERTIFICATE OF SERVICE

On this 11th day of August, 2003, a copy of the foregoing Comments of Western Wireless on Conformed Arbitrated Interconnection Agreement was mailed by United States Mail, First Class, postage prepaid, to Paul L. Schudel, Woods & Aitken, 301 So. 13th Street, Suite 500, Lincoln, Nebraska 68508.

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Attorney for Western Wireless